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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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11 LENSRAFTERS, INC.; and EYEXAM OF
CALIFORNIA, INC.,

12 Plaintiffs,

13 vs.
14

15 LIBERTY MUTUAL FIRE INSURANCE
COMPANY; EXECUTIVE RISK
16 SPECIALTY INSURANCE COMPANY;
UNITED STATES FIRE INSURANCE
17 COMPANY; MARKEL AMERICAN
INSURANCE COMPANY; and
18 WESTCHESTER FIRE INSURANCE
COMPANY,

19 Defendants.
20

CASE No. CV-07-2853 SBA

**STIPULATION TO DISMISS,
WITHOUT PREJUDICE, CROSS-
COMPLAINT OF MARKEL
AMERICAN INSURANCE COMPANY
AGAINST CROSS-DEFENDANT
WESTCHESTER FIRE INSURANCE
COMPANY**

21 Cross-complainant Markel American Insurance Company ("Markel") and cross-
22 defendant Westchester Fire Insurance Company ("Westchester") stipulate and agree as follows:

23 WHEREAS, Markel filed a cross-complaint in this action on July 27, 2007 against
24 Westchester and several other cross-defendants;

25 WHEREAS, Westchester and the various other cross-defendants answered and denied
26 the allegations in Markel's cross-complaint;

27 WHEREAS, a conditional settlement has reportedly been reached by and between
28 Westchester and LensCrafters, Inc. and Eyexam of California, Inc., (collectively "LensCrafters")

1 as respects both this case and the underlying class action lawsuit, *Snow v. LensCrafters, Inc., et*
2 *al.*, San Francisco Superior Court Case No. CGC-02-40554 ("*Snow*") out of which the instant
3 action arises;

4 WHEREAS, to facilitate Westchester's settlement agreement with LensCrafters, Markel
5 and Westchester mutually agreed to release any claims against the other arising out of *Snow* or
6 this action;

7 WHEREAS, Westchester dismissed its Counter-claim and Cross-claim against all parties
8 in this action, without prejudice, in a Stipulation filed on February 25, 2008;

9 NOW THEREFORE, Markel and Westchester do hereby stipulate that Markel may
10 hereby dismiss its Cross-Complaint against Westchester, without prejudice.

11 Dated: April 4, 2008

LONG & LEVIT LLP

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13 By /s/
14 CHIP COX
15 Attorneys for Defendant,
16 MARKEL AMERICAN
INSURANCE COMPANY

17 DATED: April 4, 2008

HARRIS, GREEN & DENNISON
A Professional Corporation

18
19 By /s/
20 ROBERT D. DENNISON, ESQ.
21 GARY L. GREEN, ESQ.
22 Attorneys for Cross-Defendant,
WESTCHESTER FIRE
INSURANCE COMPANY

23 **ORDER**

24 Good cause appearing, IT IS HEREBY ORDERED that Markel American
25 Insurance Company's Cross-Complaint against Westchester Fire Insurance Company is hereby
26 dismissed without prejudice.

27 DATED: _____

28 _____
UNITED STATES DISTRICT JUDGE